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Researching Services

12897 Colonial Dr. • Mt. Airy, Md. 21771
301-253-6040

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SECRETARY

July 13, 1995

Mr. Vernon Williams
Secretary
Interstate Commerce Commission
12th & Constitution Avenue, N.W.
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recording with the Interstate Commerce Commission is a Supplemental Memorandum of Loan Agreement, Chattel Mortgage and Security Agreement dated June 20, 1995, involving Mark Twain Illinois Bank and Southern Illinois Railcar Company.

Please record this agreement as a secondary document to ICC Recordation #19081. The filing fee of \$21 is enclosed.

Thank you for your assistance.

Sincerely,

Mary Ann Oster

Mary Ann Oster
Research Consultant

Enclosures

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**SUPPLEMENTAL MEMORANDUM OF LOAN AGREEMENT,
CHATTEL MORTGAGE AND SECURITY AGREEMENT**

THIS SUPPLEMENTAL MEMORANDUM OF LOAN AGREEMENT, CHATTEL MORTGAGE AND SECURITY AGREEMENT (this "Memorandum") dated as of June 20, 1995, is made by and between MARK TWAIN ILLINOIS BANK, an Illinois banking corporation, with an office at One Mark Twain Bank Plaza, Edwardsville, Illinois 62025 (the "Bank"), and SOUTHERN ILLINOIS RAILCAR COMPANY, an Illinois corporation, with its chief executive office and principal place of business at One Mark Twain Bank Plaza, Suite 225, Edwardsville, Illinois 62025 (the "Borrower").

Borrower and Bank hereby state the following:

1. Borrower and Bank are parties to that certain Loan Agreement, Chattel Mortgage and Security Agreement dated as of November 30, 1994, and recorded with the Interstate Commerce Commission on December 5, 1994, and assigned recordation number 19081 (the "Loan Agreement"; capitalized terms used herein and not otherwise defined shall have the meaning given them in the Loan Agreement), whereby Bank loaned Borrower certain funds to facilitate the purchase of certain covered hopper railcars including those identified on Exhibit A attached hereto and made a part hereof (the "Initial Railcars").
2. Borrower and Bank are parties to that certain First Amendment to Loan Agreement, Chattel Mortgage and Security Agreement dated as even date herewith (the "Agreement"; whereby Bank loaned Borrower certain funds to facilitate the purchase of the fifteen covered hopper railcars more specifically identified on Exhibit B attached hereto and made a part hereof (the "Additional Railcars"; the Initial Railcars and the Additional Railcars are collectively referred to as the "Railcars").
3. To secure the payment and performance of any and all of Borrower's obligations to Bank, Borrower granted to Bank a continuing, first priority security interest in and to, and chattel mortgage lien on, all of the Borrower's right, title and interest in and to certain collateral (the "Collateral"), to have and to hold all and every part of the Collateral unto the Bank, its successors and assigns, for its and their own use and benefit forever; such Collateral includes but is not limited to:
 - (a) the Railcars;
 - (b) all improvements, additions, modifications, accessions, equipment, appurtenances and parts appertaining

or attached to the Railcars, whether now owned or hereafter acquired, and all substitutions and replacements of the Railcars described above (the Railcars and the equipment described in this subsection (b) herein being hereinafter sometimes collectively called the "Equipment Collateral");

(c) all proceeds, casualty value payments or proceeds, settlement payments and requisition compensation from the sale, loss or other disposition of the Equipment Collateral;

(d) all rights, claims and causes of action, if any, that the Borrower may have now or in the future against any seller of the Railcars under any applicable purchase agreement or any manufacturer or re-builder of the Equipment Collateral (or any component thereof) or any other party, by contract or otherwise, in respect of any defect in the Equipment Collateral or any part thereof;

(e) the Railcar Lease Agreement by and between Borrower, as lessor, and Continental Grain Company ("CGC"), as lessee, dated as of July 20, 1994, (the "Lease") pursuant to which Borrower has leased covered hopper railcars to CGC (including all of the Borrower's right, title, interest, claims and demand in, to and under said Lease, and all rentals and other sums payable thereunder) and all extensions, renewals and replacements thereof, together with all rights, powers, privileges, options, and other benefits of the Borrower, including, without limitation, the right to receive all notices, give consents, exercise any election or option, declare defaults and demand and collect payments with respect thereto;

(f) all damages from time to time payable to or receivable by Borrower in respect of the Equipment Collateral;

(g) all monies and other funds from time to time on deposit in the Collateral Account maintained at Bank, all interest payable thereon, and all rights and privileges incident thereto;

(h) all proceeds (cash and non-cash) thereof; and


(i) all books and records relating to any of the foregoing.

IN WITNESS WHEREOF, the parties have caused this Memorandum to be executed as of the date first above written.

WITNESS:

SOUTHERN ILLINOIS RAILCAR COMPANY




By:  (SEAL)
Fred L. Parsons
President

WITNESS:

MARK TWAIN ILLINOIS BANK



By:  (SEAL)
Name: DENNIS TERRY
Title: VP

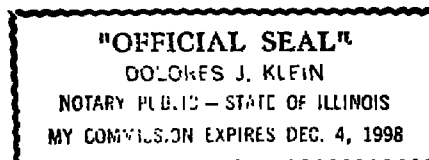
STATE OF Illinois)
COUNTY OF MADISON) SS:

On this 21ST day of JUNE, 1995, before me, a Notary Public of the City and State aforesaid, personally appeared Fred L. Parsons, to me personally known, who being by me duly sworn, says that he is the President of Southern Illinois Railcar Company, an Illinois corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

AS WITNESS my hand and notarial seal

Dolores J. Klein
Notary Public

My commission expires: 12-4-98



STATE OF Illinois)
COUNTY OF MADISON) SS:

On this 21ST day of JUNE, 1995, before me, a Notary Public of the City and State aforesaid, personally appeared Dennis M. Terry, to me personally known, who being by me duly sworn, says that he is Vice President of Mark Twain Illinois Bank, an Illinois banking corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

AS WITNESS my hand and notarial seal

Dolores J. Klein
Notary Public

My commission expires: 12-4-98

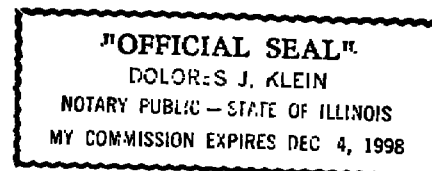


Exhibit A

	<u>CAR NUMBER</u>	<u>CU. CAP.</u>
1.	AEX31002	4650
2.	AEX31004	4650
3.	AEX31005	4650
4.	AEX31006	4650
5.	AEX31007	4650
6.	AEX31008	4650
7.	AEX31009	4650
8.	AEX31010	4650
9.	AEX31011	4650
10.	AEX31012	4650
11.	AEX31013	4650
12.	AEX31014	4650
13.	AEX31015	4650
14.	AEX31016	4650
15.	AEX31017	4650
16.	AEX31018	4650
17.	AEX31019	4650
18.	AEX31020	4650
19.	AEX31021	4650
20.	AEX31022	4650
21.	AEX31023	4650
22.	AEX31024	4650
23.	AEX31025	4650
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71.	AEX31081	4650
72.	AEX31082	4650
73.	AEX31083	4650
74.	AEX31084	4650
75.	AEX31085	4650
76.	AEX31087	4650
77.	AEX31088	4650
78.	AEX31089	4650
79.	AEX31090	4650

EXHIBIT B

	<u>CAR NUMBER</u>	<u>CU. CAP.</u>
1.	ATSF 313285	4750
2.	ATSF 314049	4600
3.	ATSF 314509	4600
4.	ATSF 314577	4600
5.	ATSF 314646	4600
6.	ATSF 307130	5250
7.	ATSF 307148	5250
8.	ATSF 307171	5250
9.	ATSF 305104	4650
10.	ATSF 314819	4600
11.	ATSF 314100	4600
12.	ATSF 315034	4600
13.	OTDX 496282	4650
14.	OTDX 77837	4650
15.	OTDX 73613	4650



Interstate Commerce Commission
Washington, D.C. 20423-0001

7/13/95

Office Of The Secretary

Mary Ann Oster
Research Consultant
Oster Researching Services
12897 Colonial Dr.
Mt. Airy, MD., 21771

Dear Madam:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/13/95 at 1:10PM , and assigned recordation number(s). 19081-A.

Sincerely yours,

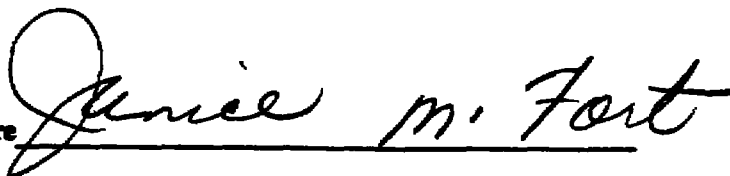

Vernon A. Williams
Secretary

Enclosure(s)
(0100690029)

21.00

\$ _____ The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature


Janice M. Fort